

1 BILL NO. S-89-07-03

2 SPECIAL ORDINANCE NO. S- 99-89

3 AN ORDINANCE approving the awarding of
4 Reference #1381 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and RON LUNZ,
7 INC.; RICHARD NESS EXCAV. & TRKG. CO.,
8 INC.; AND MARTIN ENTERPRISES INC. for
9 the Neighborhood Enforcement Code
10 Division.

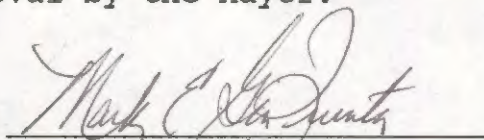
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
12 THE CITY OF FORT WAYNE, INDIANA;

13 SECTION 1. That Reference #1381 between the City of
14 Fort Wayne, by and through its Department of Purchasing and
15 RON LUNZ, INC.; RICHARD NESS EXCAV. & TRKG. CO., INC.; AND
16 MARTIN ENTERPRISES INC. for the Neighborhood Enforcement
17 Code Division, respectfully for:

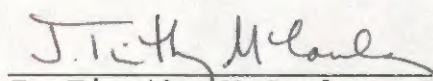
18 the demolitions of 14 various properties
19 throughout the City of Fort Wayne;

20 involving a total cost of Twenty-Nine Thousand One Hundred
21 Seventy and no/100 Dollars (\$29,170.00) - (Ron Lunz-
22 \$19,575.00; Martin Ent. - \$4,600.00; Ness Exc.-
23 \$4,995.00) all as more particularly set forth in said
24 Reference #1381 which is on file in the Office of the
25 Department of Purchasing, and is by reference incorporated
26 herein, made a part hereof, and is hereby in all things
27 ratified, confirmed and approved.

28 SECTION 2. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all
30 necessary approval by the Mayor.

31 
32 Councilmember

APPROVED AS TO FORM
AND LEGALITY

31 
32 J. Timothy McCaulay, City Attorney

REF NO.: 1381

DEPT.: N E C D

DATE: 6/30/89

ITEM/SERV.: DEMOLITIONS

PURCHASING INFORMATION

ADVERTISED BID: YES

DATES ADVERTISED: 5/29/89 & 6/5/89

OPENING DATE: 6/22/89 AT 11 A.M.

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 9

NO. OF VENDORS RECEIVING BID PACKET: 5

NO. OF VENDORS RETURNING BID: 4

NO. OF VENDORS DISQUALIFIED: 1

NO. OF VENDORS NOT RESPONDING: 4

DATE SENT TO DEPT. FOR RECOMMENDATION: 6/26/89

DATE RECOMMENDATION REC'D IN PURCHASING: 6/30/89

DATE INFO SENT TO LAW DEPT.: 6/30/89

INTRODUCTION DATE: 7/11/89

DISCUSSION DATE: 7/18/89

PASSAGE DATE: 7/25/89

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT LAST YEAR:
(IF APPLICABLE)

REFERENCE NO. 1381
DEMOLITIONS
N E C D

LOCATION	RON LUNZ DEMO/LOT	MARTIN DEMO/LOT	NESS DEMO/LOT
2528 GAY	\$1,940.00	\$2,450.00	\$1,600.00
3020 HANNA	\$675.00	\$945.00	\$700.00
2538 HOLTON	\$2,650.00	\$4,400.00	\$2,896.00
523 E. LEITH	\$2,950.00	\$5,000.00	\$3,090.00
2217 OLIVER	\$1,950.00	\$2,500.00	\$2,520.00
2803 OLIVER	\$575.00	\$1,050.00	\$700.00
2228 REYNOLDS	\$1,950.00	\$2,000.00	\$2,270.00
3331 REYNOLDS	\$2,450.00	\$2,200.00	\$2,760.00
1344 SCOTT	\$2,600.00	\$3,425.00	\$3,050.00
2213 SMITH	\$2,550.00	\$2,400.00	\$2,900.00
1334 SPY RUN	\$3,400.00	\$5,000.00	\$3,395.00
2217 THOMPSON	\$625.00	\$1,200.00	\$800.00
949-51 E. WAYNE	\$2,850.00	\$3,050.00	\$3,094.00
2427 WEISSER PRK	\$2,750.00	\$3,750.00	\$2,860.00
	\$29,915.00	\$39,370.00	\$32,635.00

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: June 22, 1989 BID REFERENCE # 1381

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the demolition and lot restoration of twenty-one +/- structures throughout the City Of Fort Wayne AND REQUESTED BY Neighborhood Enforcement Code Division.

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Lear Inc.

STREET ADDRESS 5915 Ardmore

CITY FT. WAYNE

BY [Signature] PHONE 747-2716
REPRESENTATIVE SIGNATURE

BID REFERENCE 1381
DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
2902 S. BARR	HOUSE/GARAGE	\$ <u>2150</u>	\$ <u>250⁰⁰</u>
2528 GAY ST	HOUSE	\$ <u>1690⁰⁰</u>	\$ <u>250⁰⁰</u>
3020 HANNA	GARAGE	\$ <u>575⁰⁰</u>	\$ <u>100⁰⁰</u>
2538 HOLTON	HOUSE/GARAGE	\$ <u>2400⁰⁰</u>	\$ <u>250⁰⁰</u>
523 E. LEITH	HOUSE	\$ <u>2700⁰⁰</u>	\$ <u>250⁰⁰</u>
349 MELITA	HOUSE	\$ <u>—</u>	\$ <u>—</u>
2217 OLIVER	HOUSE	\$ <u>1700</u>	\$ <u>250⁰⁰</u>
2803 OLIVER	GARAGE	\$ <u>500</u>	\$ <u>75⁰⁰</u>
2228 REYNOLDS	HOUSE	\$ <u>1700⁰⁰</u>	\$ <u>250⁰⁰</u>
3331 REYNOLDS	HOUSE	\$ <u>2200⁰⁰</u>	\$ <u>250⁰⁰</u>
3227 ROGERS	HOUSE	\$ <u>1800⁰⁰</u>	\$ <u>100⁰⁰</u>
1344 SCOTT	HOUSE	\$ <u>2400</u>	\$ <u>200⁰⁰</u>
2213 SMITH	HOUSE	\$ <u>2300</u>	\$ <u>250⁰⁰</u>
1334 SPY RUN	HOUSE	\$ <u>3200</u>	\$ <u>200⁰⁰</u>
2807 TAYLOR	HOUSE/GARAGE	\$ <u>1200⁰⁰</u>	\$ <u>250⁰⁰</u>
2217 THOMPSON	GARAGE	\$ <u>575⁰⁰</u>	\$ <u>50.00</u>
2904 TURPIE	HOUSE/GARAGE	\$ <u>—</u>	\$ <u>—</u>
246-48 E. WALLACE	DUPLEX	\$ <u>3600⁰⁰</u>	\$ <u>250⁰⁰</u>
949-51 E. WAYNE	HOUSE	\$ <u>2600</u>	\$ <u>250⁰⁰</u>
3322 WAYNE TRACE	HOUSE/GARAGE	\$ <u>1900⁰⁰</u>	\$ <u>200⁰⁰</u>
2427 WEISSER PARK	HOUSE/GARAGE	\$ <u>2500⁰⁰</u>	\$ <u>250⁰⁰</u>
	SUB TOTALS:	\$ <u>37690⁰⁰</u>	\$ <u>3925⁰⁰</u>
	TOTAL:		\$ <u>41615⁰⁰</u>

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

-----JIMMIE T. IMEL AND SHIRLEY ANN IMEL-----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 15th day of April

A. D. 19 81

(SEAL)

ATTEST:

STATE OF INDIANA }
COUNTY OF MARION } SS:

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By

Assistant Vice-President

On this 15th day of April, A. D., 19 81, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 21 day of June

A. D., 19 89

(SEAL)

Form 9-1459 (8-80)

Assistant Secretary

CONTRACTORS BID FOR PUBLIC WORKS

PART I

(To be completed for all bids)
(Please type or print)

Date: _____

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
Address: _____
City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____ (Governmental Unit) in accordance with plans and specifications of said unit for the sum of _____ \$
The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I, C.O. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn an oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Booneville, Mo.22 day of June, 1988

By _____

(Name of Bidder)
James H. Hines
James H. Hines
James H. Hines

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at El Paso this 22 day of June, 1989
Ronald Lunz
(Name of Organization)
 By [Signature]
1989
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Idaho)
 COUNTY OF Adams) SS:
Ronald Lunz being duly sworn, deposes and says that he is
 President of the above Ronald Lunz, Inc. and that the
 (Name of Organization)
 answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 22 day of June, 1989

[Signature]
 Notary Public
Karen S. Perkins
 2-7-91

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: June 22, 1989 BID REFERENCE # 1381

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PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: ----- %
IF PAID WITHIN -- -- DAYS.

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FIRM NAME Richard Ness Excav. & Trkg. Co., Inc.

STREET ADDRESS #1 Hitzfield St.

CITY Huntington, Indiana 46750

BY Richard Ness PHONE 672-3336
REPRESENTATIVE SIGNATURE

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Ron Luhn Excavating, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto
the City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of Two Thousand Eighty Dollars and 75/100
Dollars (\$ 2,080.75) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this 21 day of June 19 89.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Obligee on a contract for
The demolition of 20 structures

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.


Ronald Luhn, President

AMERICAN STATES INSURANCE COMPANY

By 

Attorney-in-Fact

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 49,388.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The services shall be commenced by _____
(date of award of contract unless otherwise specified) and completed by _____.

/ / LIQUIDATED DAMAGES PROVISION. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within Ten (10) days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE 1381
DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
2902 S. BARR <i>ST.</i>	HOUSE/GARAGE	\$ <u>2,133.00</u>	\$ <u>250.00</u>
2528 GAY ST	HOUSE	\$ <u>1,350.00</u>	\$ <u>250.00</u>
3020 HANNA <i>ST.</i>	GARAGE	\$ <u>600.00</u>	\$ <u>100.00</u>
2538 HOLTON <i>ave</i>	HOUSE/GARAGE	\$ <u>2,646.00</u>	\$ <u>250.00</u>
523 E. LEITH <i>ST.</i>	HOUSE	\$ <u>2,840.00</u>	\$ <u>250.00</u>
349 MELITA <i>ST.</i>	HOUSE	\$ <u>1,700.00</u>	\$ <u>250.00</u>
2217 OLIVER <i>ST.</i>	HOUSE	\$ <u>2,220.00</u>	\$ <u>300.00</u>
2803 OLIVER <i>ST.</i>	GARAGE	\$ <u>600.00</u>	\$ <u>100.00</u>
2228 REYNOLDS <i>ST</i>	HOUSE	\$ <u>2,020.00</u>	\$ <u>250.00</u>
3331 REYNOLDS <i>ST</i>	HOUSE	\$ <u>2,560.00</u>	\$ <u>200.00</u>
3227 ROGERS <i>Rodgers ave</i>	HOUSE	\$ <u>1,100.00</u>	\$ <u>200.00</u>
1344 SCOTT <i>ave.</i>	HOUSE	\$ <u>2,800.00</u>	\$ <u>250.00</u>
2213 SMITH <i>ST.</i>	HOUSE	\$ <u>2,650.00</u>	\$ <u>250.00</u>
1334 SPY RUN <i>ave</i>	HOUSE	\$ <u>3,195.00</u>	\$ <u>200.00</u>
2807 TAYLOR <i>ST.</i>	HOUSE/GARAGE	\$ <u>3,000.00</u>	\$ <u>300.00</u>
2217 THOMPSON <i>ave</i>	GARAGE	\$ <u>700.00</u>	\$ <u>100.00</u>
2904 TURPIE <i>Turipe ST.</i>	HOUSE/GARAGE	\$ <u>1,700.00</u>	\$ <u>100.00</u>
246-48 E. WALLACE <i>ST</i>	DUPLEX	\$ <u>3,690.00</u>	\$ <u>250.00</u>
949-51 E. WAYNE <i>ST.</i>	HOUSE	\$ <u>2,844.00</u>	\$ <u>250.00</u>
3322 WAYNE TRACE	HOUSE/GARAGE	\$ <u>1,680.00</u>	\$ <u>250.00</u>
2427 WEISSER PARK <i>ave.</i>	HOUSE/GARAGE	\$ <u>2,660.00</u>	\$ <u>200.00</u>
	SUB TOTALS:	\$ <u>44,688.00</u>	\$ <u>4,700.00</u>
	TOTAL:		\$ <u>49,388.00</u>

CERTIFICATION OF BIDDER/VENDOR.

The undersigned, on behalf of Richard Ness Excav. & Trkg. Co., Inc
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Richard Ness Excav. & Trkg.
Co., Inc., that Richard Ness
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 22nd day of June, 19 89.

Richard Ness Excav. & Trkg. Co., Inc.
(Name of Bidder/Vendor)

Richard Ness
(Name and Title of Person Signing)
President

CONTRACTORS BID FOR PUBLIC WORKS

PART I

(To be completed for all bids)
(Please type or print)

Date: June 22, 1989

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Richard Mess Excav. & Trkgs. Co., Inc.
Address: #1 Hitzfield St.
Huntington, IN 46750

City/State: Huntington, IN 46750

4. Telephone Number: 672-3336

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of Forty Nine Thousand Three Hundred Eighty Eight & 00/100. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent, a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I, C. 5-16-8-2, I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Huntington this 22nd day of June, 19 89

By Richard Mess (Name of Organization)
President
Richard Mess Excav. & Trkgs. Co., Inc.

(Title of Person Signing)

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

Contracting Authority Members: _____

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne
 Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.
 Date: June 22, 1989

These statements to be submitted under oath by each bidder with and as a part of his bid.
 Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
35,000.00	Demolition	1987	City of Fort Wayne
56,000.00	Demolition	1983	Fort Wayne School Corp.
20,000.00	Demolition	1988	City of Fort Wayne

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
214,148.00	Demolition	1989	Fort Wayne Redevelopment
124,000.00	Demolition	1989	Manchester School Corp.
162,110.00	Demolition	1989	Marsh Supermarkets

3. Have you ever failed to complete any work awarded to you? No If so, where and why? _____

1. May be - Oxelme Trucking Co. - Ft. Wayne, IN - No on bond
2. What equipment do you intend to use for the proposed project Dozer, Dump Trucks, Yard Tractor
3. Have you made contracts or received offers for all materials within prices used in preparing your proposal? None

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Our Financial statement is on file with City of F.W. - If another is needed, please call.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at Huntington, IN this 22nd day of June, 1989.

By Richard Ness Ixcay & Trke, Co., Inc.
(Name of Organization)
Richard Ness
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Huntington) SS:

Richard Ness being duly sworn, deposes and says that he is
President of the above Richard Ness Ixcay & Trke, Co., Inc. and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 22nd day of June, 1989.

Keith E. Steele
Notary Public

My Commission Expires: Dec. 5, 1990 Keith E. Steele
County of Residence: Huntington Notary Public Printed Name

Bid Bond

Approved by The American Institute of Architects
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **RICHARD NESS EXCAVATING & TRUCKING INC.**

as Principal, hereinafter called the Principal, and **TRANSAMERICA INSURANCE COMPANY**, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

City of Fort Wayne, Indiana

as Obligor, hereinafter called the Obligor, in the sum of
Five Per Cent (5%) of Maximum Bid -----

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Demolition & Lot Restoration
21 Structures

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of June A.D. 19⁸⁹

RICHARD NESS EXCAVATING & TRUCKING, INC. (Seal)

BY: Richard Ness
Principal
Title

YASTE, ZENT & RYE AGENCY, INC.

Kathleen X. Conrad

Transamerica Insurance Company

By: Gerald A. Dahle
Surety
Attorney-in-Fact (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint ---Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Diane T. Green, each individually of Fort Wayne, Indiana---

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: --- any and all bonds or undertakings UNLIMITED in amount, in any single instance, for or on behalf of this Company in its business, and in accordance with its charter,---

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 21st day of July, 19 87

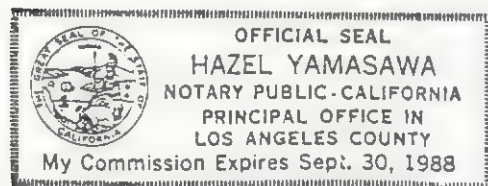


State of California)
County of) ss

By

J.H. Tanner
J.H. Tanner, Vice President

On this 21st day of July, 19 87, before me Hazel Yamasawa, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Hazel Yamasawa

Hazel Yamasawa, Notary Public
in and for the County of Los Angeles, California

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: June 22, 1989 BID REFERENCE # 1381

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the demolition and lot restoration of twenty-one +/- structures throughout the City Of Fort Wayne AND REQUESTED BY Neighborhood Enforcement Code Division.

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Martin Enterprises Inc.

STREET ADDRESS 4315 Meyer Road

CITY Fort Wayne, IN

BY  PHONE 447-5591
REPRESENTATIVE SIGNATURE

/xx/ 11. PERFORMANCE BOND. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

/xy/ 12. COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety (90) days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 58,980.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The services shall be commenced by _____
(date of award of contract unless otherwise specified) and
completed by 30 days.

/ / LIQUIDATED DAMAGES PROVISION. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 30. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

CONTRACTORS BID FOR PUBLIC WORKS

PART I

(To be completed for all bids)
(Please type or print)

Date: 6/22/89

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Martin Enterprises Inc.
Address: P. O. Box 522
City/State: Fort Wayne, IN 46801

4. Telephone Number: 447-5591

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of \$ 58,980.00. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I, C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne, IN this 22nd day of June, 1989.

Martin Enterprises Inc.

(Name of Organization)

By Tim Martin

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Allen) SS:

Tim Martin being duly sworn, deposes and says that he is
President of the above Martin Enterprises Inc. and that the
(Title) (Name of Organization)
statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 22nd day of June, 1989.

Albert J. Ensley, Jr.
Notary Public

My Commission Expires: 6/14/92

County of Residence: Allen

Albert J. Ensley, Jr.
Notary Public Printed Name

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne

Bidder (Firm): Martin Enterprises Inc.

Date: June 22, 1989

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I: EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
500 - 5,000	Demolition	ongoing	City of Fort Wayne-Code Enforcement
5,000 - 100,000	Demolition	ongoing	City of Fort Wayne-Redevelopment
5,000 - 100,000	Demolition	ongoing	City of Fort Wayne-Parks Dept.
500 - 5,000	Demolition	ongoing	Housing & Urban Development

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Nucor Fastener, St. Joe, IN
Avery International, Fasson Division, Fort Wayne, IN
Skinner & Broadbent Co., Indianapolis, IN
Central Soya Corp., Decatur, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE see attached

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne, IN this 22nd day of June, 19 89.

Martin Enterprises Inc.
(Name of Organization)

By

Tim Martin
President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Allen) SS:

Tim Martin being duly sworn, deposes and says that he is
President of the above Martin Enterprises Inc. and that the
(Title) (Name of Organization)
answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 22nd day of June, 1989.

Albert J. Ensley, Jr.
Notary Public

My Commission Expires: 6/14/92

County of Residence: Allen

Albert J. Ensley, Jr.
Notary Public Printed Name

Submitted by MARTIN ENTERPRISES INC
☒ A Corporation
☐ A Co-partnership
☐ An Individual
with principal office at 4315 MEYER RD FORT WAYNE IN 46806To CITY OF FORT WAYNE

Condition at close of business

DECEMBER 31, 19 88

ASSETS		Dollars						Cts.
		2	1	4	7	7	4	
1. Cash: (a) On hand \$	(b) In bank \$ <u>X</u> , (c) Elsewhere \$							09
2. Notes receivable (a) Due within 90 days	(b) Due after 90 days							
	(c) Past due							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		9	9	0	4	0	3	89
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate								
	(a) Amount receivable after deducting retainage							
	(b) Retainage to date, due upon completion of contracts							
5. Accounts receivable from sources other than construction contracts		13	9	1	7	8		13
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days	(b) Recoverable after 90 days							
7. Interest accrued on loans, securities, etc.								
8. Real estate: (a) Used for business purposes	(b) Not used for business purposes							
9. Stocks and bonds: (a) Listed—present market value	(b) Unlisted—present value							
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)	(b) Other materials (present value)							
11. Equipment, book value		3	5	4	0	3	5	08
12. Furniture and fixtures, book value								
13. Other assets								
Total assets		1	7	4	8	3	9	19
LIABILITIES								
1. Notes payable: (a) To banks regular	(b) To banks for certified checks							
	(c) To others for equipment obligations							
	(d) To others exclusive of equipment obligations							
2. Accounts payable: (a) Not past due	(b) Past due	2	2	7	5	0	2	85
3. Real estate encumbrances								
4. Other liabilities			8	9	2	3	2	05
5. Reserves								
6. Capital stock paid up: (a) Common	(b) Common				1	0	0	00
	(c) Preferred							
	(d) Preferred							
7. Surplus (net worth)		1	4	3	0	6	5	29
Total liabilities		1	7	4	8	3	9	19
CONTINGENT LIABILITIES								
1. Liability on notes receivable, discounted or sold								
2. Liability on accounts receivable, pledged, assigned or sold								
3. Liability as bondsman								
4. Liability as guarantor on contracts or on accounts of others								
5. Other contingent liabilities								
Total contingent liabilities								

MARTIN ENTERPRISES INC.

4315 Meyer Road
P.O. Box 522
Fort Wayne, IN 46801
(219) 447-5591
TELEX: 232468



As A Rule — Martin Does It

SECTION II

- 1.) Buildings will be demolished with a loader and loaded into trucks for removal from site. Site will be graded and seeded per bid specifications.
- 2.) We will subcontract seeding if scheduling permits. We will not require a bond for this project.
- 3.) Equipment will consist of a loader, grader and semi dump truck units.
- 4.) N/A

MACHINERY MOVING • STEEL ERECTION • MILLWRIGHT WORK • CRANE RENTAL
FORK LIFTS • WRECKING • STORAGE • PLANT MAINTENANCE • EXPORTING • CRATING

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

The City of Fort Wayne, Indiana

as Oblige, in the full and just sum of.....

Five Per Cent (5%) of Maximum Bid Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition of 21 Structures
Bid RE: 1381

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered.....June 22, 1989.....
(Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY: [Signature] (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

[Signature]

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: [Signature]

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

BID REFERENCE 1381
DEMOLITIONS/LOT RESTORATIONS

ADDRESS	STRUCTURE	COST OF DEMOLITION	COST OF LOT RESTORATION
2902 S. BARR	HOUSE/GARAGE	\$ 2,450.00	\$ 200.00
2528 GAY ST	HOUSE	\$ 2,250.00	\$ 200.00
3020 HANNA	GARAGE	\$ 800.00	\$ 145.00
2538 HOLTON	HOUSE/GARAGE	\$ 4,200.00	\$ 200.00
523 E. LEITH	HOUSE	\$ 4,800.00	\$ 200.00
349 MELITA	HOUSE	\$ 2,500.00	\$ 200.00
2217 OLIVER	HOUSE	\$ 2,300.00	\$ 200.00
2803 OLIVER	GARAGE	\$ 850.00	\$ 200.00
2228 REYNOLDS	HOUSE	\$ 1,800.00	\$ 200.00
3331 REYNOLDS	HOUSE	\$ 2,000.00	\$ 200.00
3227 ROGERS	HOUSE	\$ 1,850.00	\$ 200.00
1344 SCOTT	HOUSE	\$ 3,225.00	\$ 200.00
2213 SMITH	HOUSE	\$ 2,200.00	\$ 200.00
1334 SPY RUN	HOUSE	\$ 4,800.00	\$ 200.00
2807 TAYLOR	HOUSE/GARAGE	\$ 1,750.00	\$ 150.00
2217 THOMPSON	GARAGE	\$ 1,000.00	\$ 200.00
2904 TURPIE	HOUSE/GARAGE	\$ 3,200.00	\$ 200.00
246-48 E. WALLACE	DUPLEX	\$ 4,910.00	\$ 200.00
949-51 E. WAYNE	HOUSE	\$ 2,850.00	\$ 200.00
3322 WAYNE TRACE	HOUSE/GARAGE	\$ 1,600.00	\$ 200.00
2427 WEISSER PARK	HOUSE/GARAGE	\$ 3,550.00	\$ 200.00
	SUB TOTALS:	\$ 54,885.00	\$ 4,095.00
	TOTAL:		\$ 58,980.00

Note: Removal of asbestos bearing material is not included in this bid. Any material encountered which contains asbestos will be removed and disposed of on a time and material basis.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Martin Enterprises Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
Martin Enterprises Inc., that Martin Enterprises Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 22nd day of June, 1989.

Martin Enterprises Inc.
(Name of Bidder/Vendor)

Tim Martin President
(Name and Title of Person Signing)

Read the first time in full and on motion by Gia Quinta, seconded by Salario, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 7-11-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Salario, and duly adopted, placed on its passage. PASSED ~~Lost~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____
<u>EDMONDS</u>	<u>✓</u>	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____
<u>LONG</u>	<u>✓</u>	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____

DATED: 8-1-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 199-89

on the 1st day of August, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 2nd day of August, 1989, at the hour of 11:00 o'clock A M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of August, 1989, at the hour of 2:30 o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

89-07-03

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1381 for demolitions of 14 various properties throughout the City of Fort Wayne through Neighborhood Enforcement Code Division. The costs reflect the lowest and most responsible of three (3) vendors.

EFFECT OF PASSAGE: City neighborhoods will benefit as a number of unsafe and unsightly structures will be eliminated.

EFFECT OF NON-PASSAGE: There will be a continuation of unsafe and unsightly structures blighting the neighborhoods in and around the City of Fort Wayne.

MONIES INVOLVED:	Ron Lunz	\$19,575.00
	Martin Ent.	\$4,600.00
	Ness Exc.	\$4,995.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Neighborhood Enforcement Code Division
174-008-UBF4-4415

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

DP
BILL NO. S-89-07-03

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON Finance TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #1381 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and RON LUNZ, INC.; RICHARD
NESS EXCAV. & TRKG. CO., INC.; AND MARTIN ENTERPRISES INC.
for the Neighborhood Enforcement Code Division

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta

Thomas C. Henry

Bradbury, Schmidt, Burns

OJ Schmidt

DATED: 8-1-89.

Sandra E. Kennedy
City Clerk